

**PLAINTIFF'S PROPOSED INSTRUCTION NO. 7 – RE DEFENDANT'S  
BREACH OF CONTRACT**

If you find that GMW was correct and the contract was modified, GMW claims that the defendant, Kanag'Iq, did not keep its promise to pay according to the price schedules that GMW delivered to it before beginning work on each delivery order.

For the plaintiff to win on this claim, you must decide that it is more likely true than not true that the defendant failed to keep the promise.

If you decide that it is more likely true than not true that the defendant failed to keep the promise, then you must return a verdict for the plaintiff and decide the amount of plaintiff's damages. I will tell you how to do this in a moment.

Alaska Pattern Jury Instruction 24.03  
(modified)